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Attorneys for Defendant  
Georgia-Pacific Corporation

**FILED**  
DISTRICT COURT OF GUAM

DEC - 9 2005 *JP*

MARY L.M. MORAN  
CLERK OF COURT

IN THE DISTRICT COURT OF GUAM

CESS NAVARRO OLMO, RONNIE  
PASCUAL FERRERAS,

Plaintiffs,

vs.

A.P. GREEN INDUSTRIES, INC., A.P.  
GREEN SERVICES, INC., A.W.  
CHESTERTON COMPANY, AMCHEM  
PRODUCTS, INC., ARMSTRONG WORLD  
INDUSTRIES, INC., ASBESTOS CLAIMS  
MANAGEMENT CORPORATION,  
BABCOCK & WILCOX COMPANY,  
COMBUSTION ENGINEERING, INC., DOW  
CHEMICAL COMPANY, DRESSER  
INDUSTRIES, INC., FLEXITALLIC, INC.,  
FLINTKOTE COMPANY, FOSTER  
WHEELER CORP., GAF CORPORATION,  
GARLOCK, INC., GEORGIA-PACIFIC  
CORPORATION, HARBISON WALKER  
REFRACTORIES CO., HONEYWELL  
INTERNATIONAL, INC., JOHN CRANE,  
INC., KAISER GYPSUM COMPANY, INC.,  
METROPOLITAN LIFE INSURANCE  
COMPANY, OWENS CORNING, OWENS-  
ILLINOIS, INC., PITTSBURG CORNING  
CORPORATION, QUIGLEY COMPANY,  
INC., UNITED STATES GYPSUM  
COMPANY, and VIACOM, INC.,

Defendants.

CIVIL CASE NO. CIV05-00025

**DEFENDANT GEORGIA-PACIFIC  
CORPORATION ANSWERS THE  
CROSS-CLAIMS OF DEFENDANTS  
GARLOCK, INC., VIACOM, INC., AND  
FOSTER WHEELER CORPORATION  
AND CROSS-CLAIMS AGAINST  
DEFENDANTS GARLOCK, INC.,  
VIACOM, INC., AND FOSTER  
WHEELER CORPORATION;  
DECLARATION OF SERVICE**

Georgia-Pacific Corporation's ("Georgia-Pacific") Answer to the Cross-Claims of Defendants Garlock, Inc., Viacom, Inc., and Foster Wheeler Corporation and Cross-Claim against Defendants Garlock, Inc., Viacom, Inc., and Foster Wheeler Corporation.

**ANSWER TO CROSS-CLAIMS**

Georgia-Pacific answers Defendants Garlock, Inc., Viacom, Inc., and Foster Wheeler Corporation's ("Cross-Claimants") Cross-Claims as follows:

1. As to paragraph 1 of the Cross-Claim: Georgia-Pacific admits the averments.
2. As to paragraph 2 of the Cross-Claim: This paragraph is a statement by the Cross-Claimants for which no response is required; to the extent that the statement may be deemed an allegation of fact, Georgia-Pacific is without knowledge or information sufficient to form a belief as to the truth of the averments and on that basis denies them.
3. As to paragraph 3 of the Cross-Claim: Georgia-Pacific denies the averments as they relate to Georgia-Pacific; Georgia-Pacific is without knowledge or information sufficient to form a belief as to the truth of the averments as they relate to other Defendants and on that basis denies the averments.
4. As to paragraph 4 of the Cross-Claim: Georgia-Pacific denies the averments as they relate to Georgia-Pacific; Georgia-Pacific is without knowledge or information sufficient to form a belief as to the truth of the averments as they relate to other Defendants and on that basis denies the averments.
5. As to paragraph 5 of the Cross-Claim: Georgia-Pacific denies the averments as they relate to Georgia-Pacific; Georgia-Pacific is without knowledge or information sufficient to form a belief as to the truth of the averments as they relate to other Defendants and on that basis denies the averments.

6. As to paragraph 6 of the Cross-Claim: Georgia-Pacific denies the averments as they relate to Georgia-Pacific; Georgia-Pacific is without knowledge or information sufficient to form a belief as to the truth of the averments as they relate to other Defendants and on that basis denies the averments.

7. As to paragraph 7 of the Cross-Claim: Georgia-Pacific denies the averments as they relate to Georgia-Pacific; Georgia-Pacific is without knowledge or information sufficient to form a belief as to the truth of the averments as they relate to other Defendants and on that basis denies the averments.

8. All averments in the Cross-Claims that are not specifically admitted above are denied.

9. Georgia-Pacific incorporates herein its Defenses in Georgia-Pacific's answer to the First Amended Complaint.

**WHEREFORE**, Georgia-Pacific prays that:

1. Cross-Claimants take nothing by their Cross-Claims;
2. Judgment be awarded in favor of Georgia-Pacific and against Cross-Claimants;
3. Georgia-Pacific be awarded its costs;
4. The Court grant such other relief as it deems just and proper.

#### **CROSS-CLAIMS**

Georgia-Pacific Cross-Claims against Defendants Garlock, Inc., Viacom, Inc., and Foster Wheeler Corporation ("Garlock, Viacom and Wheeler") as follows:

1. Plaintiffs have filed a First Amended Complaint against Georgia-Pacific and other defendants, including Garlock, Viacom and Wheeler, alleging eight causes of action. In their

First Amended Complaint, Plaintiffs have alleged that they suffered damages due to exposure to asbestos.

2. Georgia-Pacific has answered the First Amended Complaint denying any liability for the alleged damages and asserting a number of defenses to Plaintiffs' claims. Georgia-Pacific incorporates herein its Answer to the First Amended Complaint, including the Defenses asserted therein.

3. If it is found that Plaintiffs suffered any injuries and damages due to exposure to asbestos, which Georgia-Pacific denies, Georgia-Pacific is not liable for any such injuries or damages.

4. If it is found that Plaintiffs suffered any injuries and damages due to exposure to asbestos, which Georgia-Pacific denies, Garlock, Viacom and Wheeler are liable for the injuries and damages.

5. If Georgia-Pacific is held liable for any injuries and damages to Plaintiffs, which liability Georgia-Pacific denies, Georgia-Pacific is entitled to contribution, subrogation and/or indemnification from Garlock, Viacom and Wheeler due to the liability of Garlock, Viacom and Wheeler for Plaintiffs' injuries and damages.

6. If Georgia-Pacific is held liable for any damages to Plaintiffs, which Georgia-Pacific denies, Garlock, Viacom and Wheeler are liable to Georgia-Pacific for contribution of their pro-rata share of any judgment or settlement in favor of Plaintiffs.

**WHEREFORE**, Georgia-Pacific prays that:

1. It be awarded Judgment against Garlock, Viacom and Wheeler for contribution, subrogation and/or indemnification;
2. Georgia-Pacific be awarded its costs;

3. The Court grant such other relief as it deems just and proper.

DATED: Hagåtña, Guam, December 9, 2005.

CARLSMITH BALL LLP

A handwritten signature in black ink, appearing to read "J. Patrick Mason", is written over a horizontal line.

J.PATRICK MASON  
Attorneys for Defendant  
*Georgia-Pacific Corporation*

**DECLARATION OF SERVICE**

I, J.PATRICK MASON, hereby declare and state:

1. I am a United States citizen over the age of 18 years;
2. I am an Attorney of the law firm of Carlsmith Ball LLP.
3. On December 9, 2005, I caused to be served a filed copy of **ANSWER AND**

**CROSS-CLAIM OF DEFENDANT GEORGIA-PACIFIC CORPORATION AGAINST  
GARLOCK, INC., VIACOM, INC., AND FOSTER WHEELER CORPORATION** by hand  
delivery to the following:

Ignacio Aguigui, Esq.  
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Hagåtña, Guam 96910

Louie J. Yanza, Esq.  
Maher Yanza Flynn Timblin, LLP  
115 Hesler Place, Ground Floor  
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4. On December 9, 2005, I will also caused a copy of said documents to be served  
on the following by depositing same with the United States mail in sealed envelopes, postage  
prepaid, addressed as follows:

Laurie K. Anger, Esq.  
John J. Petry, Esq.  
Bruce A. Wagman, Esq.  
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Dow Chemical Company  
c/o Corporation Trust Co.  
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Honeywell International, Inc.  
c/o Corporation Trust Co.  
1209 Orange Street  
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A.P. Green Services, Inc.  
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GAF Corporation  
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c/o Corporation Trust Co.  
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Babcock & Wilcox Company  
c/o Corporation Trust Co.  
1209 Orange Street  
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c/o CT Corporation System  
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Georgia-Pacific Gypsum Company, Inc.  
c/o CT Corporation System  
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Amchem Products, Inc.  
c/o Corporation Trust Co.  
1209 Orange Street  
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Combustion Engineering, Inc.  
c/o Corporation Trust Co.  
1209 Orange Street  
Wilmington, DE 19801

Flintkote Company  
c/o Corporation Trust Co.  
1209 Orange Street  
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Harbison-Walker Refractories Co.  
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c/o CT Corporation System  
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New York, NY 10011

DATED: Hagåtña, Guam, December 9, 2005.



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J.PATRICK MASON